

LOLA

Lyme-Old Lyme  
Administrators' Contract  
2012-2015

## TABLE OF CONTENTS

I.	General .....	3
II.	Recognition.....	3
III.	Professional Negotiation .....	4
IV.	Successor Agreement Holdover .....	4
V.	Grievance Procedure .....	4
VI.	Administrators' Rights.....	6
VII.	Leaves of Absence.....	7
VIII.	Administrative Year .....	9
IX.	Fringe Benefit Provision.....	10
X.	Salaries .....	13
	Annuity.....	14
XI.	Protection of Administrators .....	14
XII.	Professional Employment Conditions .....	15
XIII.	Retirement .....	15
XIV.	Reduction in Professional Staff.....	16
XV.	General Provisions.....	18
	Salary Schedule .....	20
	Signature Block .....	21
	Attachment A – Benefits Summary .....	22
	Attachment B – Contract Summary.....	24

This agreement is by and between the Regional School District Eighteen Board of Education (the Board) and the Lyme-Old Lyme Administrators' Association (the Association or LOLA) for the three years beginning July 1, 2012 and ending June 30, 2015.

## **ARTICLE I**

### **General**

- A. Purpose: It is the intent and purpose of the parties hereto that this Agreement promote and improve the quality of education in Regional School District Eighteen, provide for orderly professional negotiations between the Board of Education of Regional School District Eighteen and the Lyme-Old Lyme Administrators' Association and secure prompt and fair disposition of complaints so as to promote positive influences upon the operation of the educational program.
- B. Legal Reference: This Agreement is negotiated and is to be interpreted and applied under General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and other conditions of employment provided herein.
- C. Communication: The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development and growth. To this end, they agree to maintain communication, to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.
- D. In case of conflict, this Agreement supersedes prior policies and rules. This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement, unless changed by the mutual consent of both parties. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

## **ARTICLE II**

### **Recognition**

- A. The Board recognizes the Lyme-Old Lyme Administrators' Association for the purposes of professional negotiations as the exclusive representative of the entire unit of Administrators. The term "administrator" as used in this agreement refers to all persons employed in the Lyme-Old Lyme Public Schools below the rank of Superintendent or Assistant Superintendent occupying a position requiring administrative and supervisory certification issued by the Connecticut State Department of Education, also excluding the Business Manager and the Director of Facilities, all members of the RETA bargaining unit and temporary substitutes, pursuant to and with all the rights and privileges as provided by Section 10-153g of the General Statutes of Connecticut.

- B. In consideration of the recognition granted herein, the Association agrees to represent equally all Administrators included in the unit defined above without regard to membership or participation in, or association with the activities of the Association.
- C. During the term of this Agreement, the Board will not negotiate with any individual or organization of administrators, other than the Lyme-Old Lyme Administrators' Association, as long as said Association retains organizational recognition status.

### **ARTICLE III**

#### **Professional Negotiation**

- A. Not later than 180 days prior to the annual budget meeting date (1st Monday in May) of the year preceding the expiration date of this Agreement, the Board and the Association agree to negotiate a Successor Agreement in accordance with the procedure set forth in good-faith effort to reach agreement concerning salaries and all other conditions of employment. During direct negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. Any Agreement so negotiated shall apply to all certificated Administrators below the rank of superintendent. Such Successor Agreement shall be reduced to writing and signed by the Board and the Association. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- B. If negotiations between the Board and the Association reach an impasse, the procedure described in Section 10-153f of the General Statutes of Connecticut shall be followed.

### **ARTICLE IV**

#### **Successor Agreement Holdover**

This agreement shall remain in effect until a successor agreement has been successfully negotiated. The Board agrees to open negotiations with the Association in Accordance with applicable State Law.

### **ARTICLE V**

#### **Grievance Procedure**

- A. The purpose of the grievance procedure is to contribute to good human relations on the job, to maintain good employee morale, increase productivity and achieve greater efficiency of school operations. It is believed that these objectives can be furthered by providing a means of orderly discussion of concerns.
- B. A grievance shall mean a claim by an Administrator that certain rights under the specific language of this agreement have been violated, or that there has been a misapplication or misinterpretation of the specific provisions of this agreement.

- C. Both parties agree that the resolution of grievances shall be handled informally whenever possible.
1. All employees represented by the Association shall have the right to appeal any decision made by an Administrative Officer to the next higher authority and through appropriate successive steps to the Board of Education.
  2. A grievance may be presented by the employee, or in company with a representative of personal choosing, or by the Association.
  3. The grievance may be settled by informal discussion. However, if it cannot be, this procedure is provided to have the grievance reviewed: first by the school principal where applicable; second, by the Superintendent of Schools; and third, by the Board of Education.
- D. In order to be valid, a grievance must be filed, in writing, within thirty (30) days after the occurrence causing the grievance. As used in this Article, the term "day" means any day during which the Board of Education's office is open for business. This excludes weekends, legal holidays and declared days of national mourning or celebration. If a grievance is not timely filed, it shall be deemed to have been waived.
- E. Informal Procedures: If an administrator feels there may be a grievance, it should first be discussed with the Superintendent in an effort to solve the problem informally. The Superintendent will, within five (5) days of the meeting, give an answer to the administrator involved.
- F. Formal Procedures: If the grievance is not satisfactorily settled at the informal stage, the Administrator, within ten (10) days after receipt of the answer, may make a written appeal of the Superintendent of Schools. The Superintendent will review the appeal. Within fifteen (15) days of having received this request for appeal, the Superintendent will send a copy of the decision to the Administrator. Within ten (10) days after receipt of the written decision, the Administrator may appeal the decision of the Superintendent to the Board of Education or its designated committee. The Board, or its designated committee, will, within thirty (30) days, examine the records of the matter, grant a hearing or meeting to the administrator involved, reach a decision and notify, in writing, the Superintendent and the individual involved of its decision.
- G. The Chairman of the Board and the President of the Association shall, within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings and shall hold such further hearings with the aggrieved Administrator and other parties in interest as deemed requisite. The arbitrator shall, within thirty (30) days after

conclusion of such hearing(s), render a decision in writing to all parties in interest, which decision shall be final and binding subject to law. The costs for the services of the arbitrator shall be borne equally by both parties.

- H. At any stage of the Grievance/Hearing procedure, the aggrieved may be represented by a person or persons of personal choosing.

Grievance/Hearing records shall be kept separate from regular personnel records.

Only those who have a role in the Grievance/Hearing procedure are entitled to information regarding the grievance and they have an obligation to keep such information confidential.

No reprisals of any kind shall be taken by either party against any participant in the Grievance/Hearing procedure by reason of such participation.

Only the Association or the Board shall have the right to appeal an unresolved grievance to arbitration under this contract.

## **ARTICLE VI**

### **Administrators' Rights**

- A. Administrators are entitled to full rights of citizenship and normal personal privacy. No religious or political activities or the lack thereof (provided such activities do not take place during working hours) will be grounds for any disciplinary or discriminatory action with respect to the professional employment of such administrators.
- B. The inclusion of certain administrators' rights or privileges in this Agreement shall not be interpreted to mean that administrators are denied others not listed.
- C. **Board Rights and Prerogatives**  
It is recognized that the Board has, and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Regional District #18, in all its aspects including, but not limited to, the following: to maintain public and secondary schools and other such educational activities as in its judgment will best serve the interests of the Regional District #18; to give the children of Lyme and Old Lyme as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer certificated personnel; to suspend or dismiss the teachers of the school; to designate the schools which shall be attended by the various children within the District; to make such provisions as will enable each child of school age residing in the District to attend school for the period required by law and to provide for the transportation of children wherever it is reasonable and desirable; to prescribe

rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; to approve plans for school buildings; to prepare and submit budgets and at its sole discretion, expend monies appropriated by the towns for the maintenance of the schools and to make such transfer of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration of this agreement.

- D. It is recognized that inquiries or investigations need to be made when allegations or grievances are made regarding administrative personnel. The individual concerned will be given full information, including the identity of the complainant, in sufficient time to prepare a defense. No conclusion will be reached or decisions made, however, until after the administrator has had full opportunity to defend the grievance or allegations.

## **ARTICLE VII**

### **Leaves of Absence**

#### **A. Personal Leave:**

1. All administrators shall be entitled to the following leaves of absence with full pay, at the discretion of the Superintendent:
  - a. Death in the family or attendance at funerals
  - b. Personal and/or legal reasons
  - c. Illness in immediate family
  - d. Attendance at graduation exercises (self, spouse, children)
2. Application for leave in the provisions of Section #1 above shall be made to the immediate supervisor at least 24 hours before taking such leave (except in the case of emergencies) and such leaves may be granted, except in cases of extreme hardship or disability to the school system on the basis of application.
3. Under special circumstances, a person may apply for an extended leave without pay for up to one year. Application for such leaves must be made in writing, and whenever possible, a six month notification is required. The leave must be approved by the Board of Education.
4. The grant or denial of any request for a leave of absence under this Article VIIA shall be without prejudice and shall not establish a practice or precedent for any future case or cases whether similar or dissimilar.

**B. Professional Leave:**

1. Administrators may, with prior approval of the Superintendent, be absent without the loss of pay because of:
  - a. Attendance at professional meetings or conferences
  - b. Visitations to other schools
2. The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions at the request and/or with the approval of the Superintendent for particular purposes of special benefit to the school system and/or the individual participating.
3. With advance approval of the Superintendent, any administrator holding office in a professional organization or invited to participate in a program of that organization may be excused from duty because of such obligations. Absences for other professional obligations of a similar nature may also be approved.

**C. Return After Leave of Absence:**

1. Administrators who have been granted leave of absence for one year shall notify the Superintendent of Schools in writing, on or before the first day of February, of their intention to resume work at the beginning of the ensuing year. The Administrators will receive a negotiated salary for the year of return.
2. To the extent possible, all administrators returning from leave of absence granted under this Article shall be restored to the same position they held at the time the leave was granted.
3. Administrators on leave of absence shall retain sick leave accumulated as of the date of the beginning of leave.

**D. Exchange Administrator Leave:**

1. Leaves of up to two years for exchange administrator positions under either national or international programs may be granted by the Board of Education to administrators who have successfully completed their required four-year probationary period in Regional School District Eighteen and who have completed at least an additional two years of competent service. Application for leave must be a matter of record by February 1 of the year prior to the requested leave. Final arrangements shall be firm by April 15.



2. The Board shall compensate any administrator granted exchange leave on the basis of equivalent arrangements made through the Office of the Superintendent. Any period served as an exchange administrator shall be applied to the salary schedule set forth in Appendix of this Agreement as if such period had been served by the administrator in the District Eighteen school system.
- E. If an administrator is taking an educational course during the summer which involves a period of time beyond his vacation, he may be allowed the time required to complete the course with full salary reimbursement for this period, providing the individual remains a member of the local staff for the following year. Permission for this extra time may be granted at the discretion of the Superintendent.
- F. **Sick Leave:**
1. All certified administrators will be granted annually eighteen (18) days of sick leave with full pay. (The accumulation of unused sick leave shall not exceed 230 days.)
  2. In the event of catastrophic illness, special consideration for extension of unpaid sick leave may be given by application, accompanied by a physician's certification, through the Superintendent and with formal Board approval.

## **ARTICLE VIII**

### **Administrative Year**

The Administrative Year is defined as the same as the fiscal year which is the same as the contract year or July 1 to June 30.

A. **Administrative Year:**

1. The Twelve Month Administrators', Director of Special Services' and Director of Curriculum's responsibilities are the effective educational management of assigned duties twelve (12) months of the year. Thus, it is their responsibility to resolve problems which affect the orderly educational processes relevant to the total school management.
2. The Assistant Principals will work a total of 210 days.

B. **Vacations:**

1. The vacation schedule for twelve month administrators shall be twenty-eight (28) working days per year. All vacation schedules must be approved by the Superintendent.

2. To maintain some degree of uniformity and to insure a proper opening and closing of school and to allow for time for system-wide coordination, all administrators will be on duty five (5) working days after the close of school and five (5) working days before the opening of school. The only exception to this would be with the special approval of the Superintendent of Schools.
3. In special circumstances and with the approval of the Superintendent of Schools, an administrator may carry over up to ten (10) days vacation from one year to the next up to a maximum of thirty-eight (38) days the following year.
4. In the event of an unusual situation in which the administrator is requested to forfeit a vacation at the request of the Board of Education or the Superintendent of Schools, there shall be compensation for said vacation in like time or pay.

**C. Holidays:**

Twelve month Administrators shall be granted the following paid holidays during the work year:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	Lincoln's Birthday
Thanksgiving	Washington's Birthday
Day After Thanksgiving *	Good Friday
Day Before Christmas *	Memorial Day
Christmas Day	Independence Day

\* Above holidays are contingent on arrangement with State Statutes governing school holidays except those asterisked above.

In the event school is scheduled for one of the above holidays, a floating holiday may be taken in its place.

**ARTICLE IX**

**Fringe Benefit Provision**

- A. During the term of this contract, the administrator will pay the following percent of the premium costs for PREFERRED PROVIDER PPO insurance: 18% for 2012-2013, 18.5% for 2013-2014, and 19% for 2014-2015.  
See Attachment A for description of plan choices.

- B. Full individual cost for:  
Life Insurance (\$300,000) term life policy  
Long-Term Disability Coverage 60% of salary to a maximum of \$5,000 per month after 180 day waiting period. The Board will pay 100% of the Long Term Disability group premium up to a maximum of \$600.00 per person per year.  
State and National Professional Association Dues –  
NASSP, NAESP, EMSPAC, CONNCASE, ASCD – or other professional association dues as approved by the superintendent.
- C. No later than the effective date of this Agreement, and providing the Board is not required to assume any additional cost beyond that which is related to premium contribution only, the Board shall implement and maintain a “Section 125” Salary Reduction Agreement for the purpose of enabling eligible Administrators to divert a portion of their gross salaries, prior to reduction for federal income or social security taxes, by a minimum of \$100 to a maximum of \$3,000 per Plan Year for Health Reimbursement, and by a minimum of \$500 to a maximum of \$5,000 per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur which are not covered by the Medical or Dental Plans described in the Agreement between the Board of Education and the Lyme-Old Lyme Administrators’ Association, including, but not limited to, their share of the premium costs for such Plans.
- D. Retiring administrators employed by Regional School District Eighteen, who have qualified for retirement with the Connecticut State Retirement Board, may fully participate in one or more group health insurance plans maintained by Regional School District Eighteen. Premiums for membership cost, up to 102% of the premium, will be paid by the retired administrator.

Premium payments due by the administrator shall be submitted to the Office of the Superintendent of Schools no later than the 15th of each month. A one week grace period will be granted for premium payment before loss of coverage.

If the retiring administrator is between the ages of 59 ½ and 65 years old, and if the retiring administrator retires with unused sick time, the unused sick time may be used to offset the cost of health insurance premiums as follows:

For any sick days remaining up to the maximum allowed accumulation of 230 days, the total will be divided by calendar months of 30 days for the purpose of this calculation and rounded to the next higher month if a remainder is 15 or more days to a maximum of 8 months. For any month thus calculated, the retiring administrator will be allowed to pay the then in force premium share for Association members with the remainder to be paid by the Board.

**E. Change in Carrier or Policy**

The Board of Education may provide insurance under a different policy or policies, or with a different carrier or carriers, provided that the different insurance is substantially similar when viewed as a whole. This provision shall apply to all specifically named insurers and policies as provided or mentioned in this Agreement.

**F. Tuition Reimbursement**

Subject to the prior approval of the Superintendent of Schools, the Board shall pay 50% of the cost of tuition for courses satisfactorily completed with a grade of B or better (or pass in a pass/fail format) for professional development or educational improvement at accredited colleges, universities or professional training schools.

**G. Voluntary Waiver of Insurance Coverage**

Members of the bargaining unit who are eligible for insurance coverage under this section may voluntarily elect in writing to waive such coverage, in whole, provided that such waiver does not conflict with the rules, regulations or requirements of the appropriate insurance carrier(s).

Administrators electing such a waiver shall receive cash payments from the Board of Education in an amount equal to \$2,500 each year the waiver is in effect.

In order to exercise this waiver option, Administrators must apply in writing to the Superintendent of Schools not later than June 15 in any year covered by this Agreement with such waiver to be effective the following July 1. All waiver applications must be completely voluntary on the part of the staff member and must be accompanied by a signed waiver of coverage document acceptable to the Board of Education. If the waiver application is acceptable to the applicable insurance carrier(s), it shall be effective as of July 1 and shall remain in effect until revoked as provided below. Administrators whose waiver applications are acceptable to the applicable insurance carrier(s) shall receive four equal cash payments of \$625.00 (total of \$2,500) from the Board of Education in September, November, February and June.

There shall be an annual open enrollment window of one month of each year which shall be scheduled before the end of the fiscal year. At this time an employee may choose to reinstate or waive his/her insurance for the fiscal year commencing July 1. All such reinstatements shall be subject to all the rules of the applicable insurance carrier(s), including, but not limited to, any mandatory waiting periods.

This and all future language contained within this section shall conform to all applicable State and Federal COBRA laws.

Administrators who elect a waiver will still receive full benefits of the term life and

accidental death and dismemberment insurance.

**H. Election Procedures**

Within 30 days after the signing of the initial collective bargaining agreement by the parties, eligible employees must make an election as to the insurance coverage option they desire. Said election must be submitted to the Business Office on an appropriate document. Thereafter, there shall be an annual open enrollment period each year, during which covered employees who wish to change their coverage option may do so by submitting their election to the Business Office on an appropriate document. The employee's election shall be in effect for the following July 1 to June 30 period of time.

**I. Dependent Coverage and Eligibility**

Administrators may provide insurance coverage to eligible dependents as provided by state statute.

**J. Language not an Insurance Policy**

Nothing in this Article or in this Agreement constitutes an insurance policy or an amendment or alteration to any insurance policy made available by the Board, and any references to particular benefits and coverages are illustrative only and simply an attempt to provide a summary of certain coverages. Illustrative and summary language does not reflect numerous terms, conditions and limitations of coverage; such language may contain errors. Nothing in this Article or this Agreement shall amend or alter the provisions of the applicable insurance policies, and the provisions of those policies shall always prevail over any insurance language contained in this Agreement.

## **ARTICLE X**

### **Salaries**

- A. The annual salary paid to each administrator in the bargaining unit is set forth in the schedule attached and made a part of this agreement.
- B. Wages shall be paid every two (2) weeks (26 equal payments). When a payday falls on a holiday, administrators will be paid on the previous day.
- C. Payroll deductions may be provided for as agreed to in cooperation with the Central Office.
- D. The salary to be received by any administrator filling a vacancy or a newly created administrator's position shall be set at the sole discretion of the Board of Education provided, however, prior to setting a salary for such position, the Board of Education shall hold informal consultations with appropriate representation of the Association.

## **Annuity**

- A. In each year of this Agreement, the Board will pay to each administrator an amount of money, as described herein, into a tax sheltered annuity. The amount of money to be paid each year to each administrator shall be two thousand dollars (\$2,000). This payment will be paid to an annuity plan designated by the administrator. This scheduled payment will be aligned with the salary deduction schedule for State Teacher Retirement, i.e., based on 20 payments. The annuity plan must be one of the plans that administrators are eligible to participate in at the time the payment is made. It is the intent of the parties that the amount of the elective tax sheltered annuity shall be added to and become part of the administrators' base salary and be reported as such for State Teacher Retirement purposes.

## **ARTICLE XI**

### **Protection of Administrators**

- A. Assault: Administrators shall report immediately, in writing to the Central Office, all cases of assault suffered by them in connection with their employment.
- B. Legal Protection: The Board agrees to hold harmless all Administrators as provided in Sections 10-235 and 10-236a of the General Statutes of the State of Connecticut.
- C. Compensable Injuries: Any administrator receiving a compensable injury shall receive worker's compensation in amounts and manner in accordance with the statutes pertaining thereto and the difference between such compensation and the salary schedule applicable at the time of such injury shall be paid by the Board of Education for a maximum of one (1) year. Thereafter, if the administrator continues to be absent on a compensable injury, the salary continuation shall remain in effect, but the difference between the worker's compensation and the normal full salary shall be deducted from the employee's accumulated sick leave, except if such injury was caused by an assault, which is covered by §10-236a of the Connecticut General Statutes.
- D. Any disciplinary action which may be taken by the Superintendent against an administrator must be done in accordance with due process and for just cause (except for verbal reprimands), the administrator being given due notice and an opportunity to be heard and present evidence in his/her defense. Any action taken by the Superintendent after such hearing may be appealed by the affected administrator to binding arbitration under Article V (Grievance Procedure).

## **ARTICLE XII**

### **Professional Employment Conditions**

- A. Any administrator desiring a change of assignment should discuss the matter with the Superintendent and then submit a request for transfer in writing to the Superintendent on or before February 1 of the preceding school year.
- B. Vacancies:
  - 1. The Superintendent of Schools shall make announcements of administrative vacancies in the district schools when they occur. These announcements shall be posted in each school.
  - 2. Written application should be made by the administrator wishing a transfer as soon as such vacancy exists at any time of the year.
- C. The Board of Education and school administrators in Region 18 commit themselves to supportive and cooperative leadership with the best interests of students, parents and staff in mind.
- D. Administrators who intend to retire and receive a benefit from the state teacher retirement system will ordinarily provide the Board of Education with at least 90 days notice.
- E. Administrators who intend to resign from the District will ordinarily provide the Board of Education with at least 30 days notice. Exceptions will be made by mutual agreement between the employee and the Board at the recommendation of the Superintendent.
- F. The Side Letter Agreement between the Region 18 Board of Education and the Lyme-Old Lyme Administrators' Association referencing Article IX will be renewed as it pertains to Patricia Downes only.

## **ARTICLE XIII**

### **Retirement**

Presuming overall satisfactory performance by the administrator, administrators employed by the Regional School District Eighteen as of June 30, 2000, upon retirement, will be offered the following payment and benefits by the Board of Education.

- A. Eligibility for Participation:
  - 1. Be a certified, professional employee covered by this contract.
  - 2. Have at least twenty (20) total years as a teacher/administrator in public

- education.
3. Be an active employee who has been continuously employed by Regional School District Eighteen for at least twelve (12) years as an administrator prior to effective retirement date.
  4. Submit a letter of application to the Superintendent by January 1, prior to the end of the last full year of employment.

B. Benefits:

1. Total sum of \$35,000 to be paid in installments over a period of two to ten (2-10) years as selected by the retiree.
2. Payment - first installment upon effective date of retirement and annually thereafter.
3. In the event of the death of the retired member, any remaining funds will be paid to the member's designated beneficiary.
4. Retirees qualifying under this article may continue to participate in such existing fringe benefit package (excluding life insurance) at their own expense as per state guidelines.

## **ARTICLE XIV**

### **Reduction in Professional Staff**

A. General Statement:

The Regional District Eighteen Board has the responsibility, as outlined under Section 10-220 and 10-4A of the Connecticut General Statutes, to maintain good public elementary and secondary schools and to implement the educational interests of the State. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such elimination become necessary.

B. Reasons for Elimination of Teaching Positions:

The Regional School Board of Education has the sole and exclusive prerogative to eliminate professional staff positions consistent with the provisions of the Connecticut General Statutes. Elimination of professional staff positions may result from decreases in student enrollment, changes in curriculum, organizational patterns or plans, severe financial conditions or other circumstances as determined by the District or Board of Education. Professional staff members will be dismissed under this policy only when authorized by the Board of Education and only within the provisions of the following procedure.



C. Definitions:

As outlined herein, the term "Teacher" shall apply to any employee of the District Board of Education who holds a regular certificate issued by the Connecticut State Board of Education and is employed in a teaching, guidance or administrative position below the rank of Superintendent.

Tenure: as defined by Connecticut General Statutes

Non-Tenure: as defined by Connecticut General Statutes

D. Procedure:

1. Prior to commencing action to terminate teachers' contracts under this procedure, the Regional District Board of Education will give every consideration to its ability to effectuate possible elimination and/or reduction in staff by:
  - a. voluntary retirement
  - b. voluntary resignation
  - c. transfer of existing staff members
2. Para-professionals will be terminated whenever possible and practicable before any teacher.
3. Elimination of Professional Staff Positions
  - a. Non-tenure teachers will be terminated before tenured teachers.
  - b. Within the category of non-tenured teachers, the administration will recommend the teachers to be terminated on the basis of performance evaluation.
  - c. Regarding tenured teachers in the administrators' unit where performance is relatively equal, degree status, years of service and value of contribution made in this system and total years experience in any system will be the governing criteria.
  - d. No tenured teacher in the administrators' unit shall be terminated when a position (level) exists in the administrators' unit which is either vacant or will be vacant by July 1 for which the tenured teacher is either certified or certifiable in time to assume the position.
  - e. In the event a tenured teacher is relieved of his/her duties as an administrator because of a reduction in staff and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified and qualified, subject to the reduction in force contract provision or policy therein effect relative to teachers in the teachers' unit.

E. Reappointment:

1. The name of any teacher whose services have been terminated because of the elimination of a position or reduction in professional staff shall be placed upon a reappointment list and shall remain on such list for the remainder of the school year in which he/she was released plus the following school year, or for the duration of the current contract, whichever is longer, provided such teacher does not refuse a reappointment or request removal. Eligibility for placement on the reappointment list is limited to teachers with tenure at the time of their layoff.
2. Any teacher on the reappointment list shall receive a written notice of the existence of a vacant, or soon to be vacated or new position, prior to consideration of any other applicant. The teacher must respond within ten (10) days of receipt of notification.
3. Teachers laid off are to be rehired in the reverse order of layoff contingent upon proper certification.

F. Salary Protection:

In the event that an administrator is transferred to an administrative position with a lower salary than that which the displaced Administrator previously enjoyed or to a teaching position, the displaced administrator shall receive a separation allowance to compensate him/her for his/her loss of administrative pay and/or status as an administrator so that such Administrator's salary previously enjoyed shall not be reduced for one (1) year.

## **ARTICLE XV**

### **General Provisions**

- A. The term "administrator" as used in this Agreement refers to all persons employed in the Lyme-Old Lyme Public Schools, below the rank of Superintendent or Assistant Superintendent, occupying a position requiring administrative and supervisory certification issued by the Connecticut State Department of Education, also excluding the Business Manager and the Director of Facilities, all members of the RETA bargaining unit and temporary substitutes.
- B. It is understood that this Agreement is subject to, and shall operate within, the framework of the Statutes of the State of Connecticut.
- C. It is understood that administrators shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative policies, rules and regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

- D. There shall be no reprisals of any kind taken against any administrator by reason of membership in a professional education organization or participation in its activities.
- E. The Board shall provide each administrator with a copy of the Board Policies. These policy books will be updated annually by the Superintendent's Office.
- F. If any portion of this Agreement is declared illegal, the remainder of the Agreement shall remain in full force and effect.
- G. The Board and Association will comply with all applicable laws pertaining to discrimination because of age, sex, marital status, race, creed, color or national origin, or other applicable unlawful discriminatory standard.
- H. The Association agrees that it shall not call, authorize, instigate, sanction or condone any strike, slowdown or stoppage during the period of this Agreement or any extension thereof.

## ADMINISTRATOR SALARY SCHEDULE FOR 2012-2015

For the three years of this contract, salaries will increase as follows:

2012-2013 = 0% (salary schedule of 2011-2012 will be utilized)

2013-2014 = 2%

2014-2015 = 2.5%

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
<b>A. Twelve month Administrators - Principals/Director of Special Services/ Director of Curriculum &amp; Professional Development</b>			
High School Principal	136,013	138,733	142,201
Middle School Principal	129,970	132,569	135,883
Elementary School Principal	124,131	126,614	129,779
Director of Special Services	130,572	133,183.	136,513.
Director of Curriculum and Professional Development	130,253.	132,858	136,179
<b>B. Assistant Principals (210 Days)</b>			
Assistant High School Principal	118,825	121,202	124,232
Assistant Middle School Principal	113,964	116,243	119,149
<b>C. An Administrator with a doctorate degree shall receive an additional stipend of</b>	1,500.	1,500.	1,500.

## SIGNATURE BLOCK

The provisions of this Agreement shall be effective as of July 1, 2012 and shall remain in full force and effect up to and including June 30, 2015.

IN WITNESS WHEREOF, the parties hereunto have caused these present to be executed by their proper officers, hereunto duly authorized and their seal affixed as of the date and year above written.

\_\_\_\_\_  
James Cavaliere  
President  
Lyme-Old Lyme Administrators' Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Wygonik  
Negotiator  
Lyme-Old Lyme Administrators' Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Pomroy  
Negotiator  
Lyme-Old Lyme Administrators' Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Jones  
Chairman of Negotiations for Board of Education  
Regional School District Eighteen

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Witkins  
Chairman of Board of Education  
Regional School District Eighteen

\_\_\_\_\_  
Date

**Attachment A**  
**Summary Description of Health Insurance Plan Choices**

BENEFI	Century 25/300/50/15	H.S. 2000/400
<b>Costshare</b>	In-Network services subject to Out-of-Network services subject deductible and  \$25/30/30 Copay Office Visit // \$25/30/\$40 Specialist Copay \$150/\$200/\$200 Copay Outpatient Surgery \$50/\$100/\$100 Copay Emergency Room  Deductible - \$2000/\$4000/\$6000 // \$3000/\$6000/\$6000 // \$3000/\$6000/\$6000  Coinsurance - Coinsurance & Out of Pocket Maximums-\$6,000/\$12,000/\$18,000 \$28,000/\$56,000/\$56,000 // \$28,000/\$56,000/\$56,000  Lifetime Maximum In-Network - Lifetime Maximum Out-of-Network -	In-Network Preventive Care covered at <u>Individual/Famil</u> Deductible - In-Network Coinsurance - In-Network Out-of-Pocket Max - Out-of-Network Coinsurance - Coinsurance & Out-of-Pocket Max -  <u>Maximum Contributions to H S</u> for 2008 per IRS \$2,900/\$5,80 *Healthy Rewards with gift  Lifetime Maximum In-Network - Lifetime Maximum Out-of-Network -
<b>Preventive</b>		
<b>Pediatri</b>	\$0 Covered according to age-based 6 exams per calendar year - Birth to one 6 exams per calendar year - One to Five One exam every two calendar years - Six to Ten One exam per calendar year - 11 to 21	100 No Age
<b>Adul</b>	\$0 Covered according to age-based One exam every five calendar years - 22 to 29 One exam every three calendar years - 30 to 39 One exam every two calendar years - 40 to 49 One exam per calendar year - 50+	100 No Age
<b>Visio</b>	Covered once every \$0 (includes Additional benefits under the vision	100
<b>Hearin</b>	\$0	100
<b>Gynecologica</b>	Covered once every \$0	100
<b>Medical</b>		
<b>Medical Office</b>	\$25/\$30/\$30	Deductible and
<b>Outpatient</b>	\$0 Copay-Covered up to 50 combined per member per calendar	Covered up to 50 combined per member per calendar Deductible and
<b>Allergy</b>	\$25 Copay for office visits and No copay for	Deductible and
<b>Diagnostic Lab &amp; X-</b>	Covere	Deductible and
<b>Inpatient Medical</b>	Covere	Deductible and
<b>Surgery</b>	Covere	Deductible and

Office	Covered	Deductible and
Outpatient	\$25	Deductible and
<b>Emergency</b>		
Emergency	\$50/\$100/\$100	Deductible and
Urgent	\$50/\$75/\$75	Deductible and
Ambulance	Covered	Deductible and
<b>Inpatient Hospital</b>		
General/Medical/Surgical and (Semi-	Note: All hospital admissions require pre- \$300/\$400/\$400	Note: All hospital admissions require pre- Deductible and
Ancillary (Medication,	Covered	Deductible and
Psychiatry	\$300	Deductible and
Substance Abuse/ Detox	\$300	Deductible and
Rehabilitative	Covered up to 60 days per calendar \$300	Covered up to 100 days per calendar Deductible and additional benefits subject to OON
Skilled Nursing	Covered up to 120 days per calendar \$300	Covered up to 120 days per calendar Deductible and
Hospice	Covered	Deductible and
<b>Outpatient</b>		
Outpatient Facility	\$150/\$200/\$200	Deductible and
Diagnostic Lab & X-	Covered	Deductible and
Pre-Admission Testing	Covered	Deductible and
<b>Other</b>		
Durable Equipment	Covered	Deductible and Unlimited
Prosthetic	Covered	Deductible and Unlimited
Home Health	200 visits per calendar	200 visits per calendar Deductible and
Prescription	\$5 generic/\$30 listed brand /\$40 non listed \$7,500 annual two times mail order	Deductible and Copays

*This is not a legal*

*This is only a general description of benefits. A complete list of benefits and exclusions is contained in Subscriber*



**ATTACHMENT B**  
**Contract Agreement for 2012-2015**

In accordance with the provisions of the Connecticut Teacher Negotiations Act, the Region 18 Board of Education and the Lyme-Old Lyme Administrators' Association hereby agree to the following:

1. The parties agree to a new 3 year agreement to commence July 1, 2012 and extend through June 30, 2015.
2. For the July 1, 2012 to June 30, 2013 contract year, there will be no increase in the salary schedule. The salary schedule of 2011-12 will be utilized.
3. For the July 1, 2013 to June 30, 2014 contract year, a 2.0% general wage increase will be applied to the salary schedule.
4. For the July 1, 2014 to June 30, 2015 contract year, a 2.5% general wage increase will be applied to the salary schedule.
5. Employee premium shares for health insurance will remain at 18% in 2012-13; increase to 18.5% in 2013-14; and increase to 19% in 2014-15 for PPO plans.
6. The following plan design adjustments will be implemented for health insurance:

PPO

Service	2012-13	2013-14	2014-15
Office Visit Copay	25	30	30
Specialist Visit Copay	25	30	40
Hospital Copay	300	400	400
ER Copay	50	100	100
Urgent Care	50	75	75
Outpatient Copay	150	200	200
PT/OT/ST/Chiro	\$0-50 visits	\$0-50 visits	\$0-50 visits
RX Copays	5/30/40	5/30/40	5/30/40
Cap on RX	7500	7500	7500
Out of Network Deductibles	2,000/4,000/6,000	3,000/6,000/6,000	3,000/6,000/6,000
Out of Network Coinsurance	80/20	80/20	80/20
Our of Network Coinsurance maximums	6,000/12,000/18,000	28,000/56,000/56,000	28,000/56,000/56,000
Out of Network- Out of Pocket	6,000/12,000/18,000	28,000/56,000/56,000	28,000/56,000/56,000

Maximums			
----------	--	--	--

HSA

RX copayments after deductible	10/25/40	10/25/40	10/25/40
Deductible	2000/4000 (individual/family)	2000/4000 (individual/family)	2000/4000 (individual/family)
Coinsurance Maximum	5000/10,000	5000/10,000	5000/10,000
Out of Pocket Maximum	5000/10,000	5000/10,000	5000/10,000
Premium Share	15	16	17

7. New Language Administrators who intend to retire and receive a benefit from the state teacher retirement system will ordinarily provide the Board of Education with at least 90 days notice.
8. New Language Administrators who intend to resign from the District will ordinarily provide the Board with at least 30 days notice. Exceptions will be made by mutual agreement between the employee and the Board at the recommendation of the Superintendent.
9. The Side Letter Agreement between the Region 18 Board of Education and the Lyme Old-Lyme Administrators' Association referencing Article IX will be renewed as it pertains to Patricia Downes only.
10. Upon ratification by both parties, the agreement shall be filed with the Town Clerks in accordance with Connecticut General Statutes, Section 10-153d.
11. Should either Town reject this Agreement in accordance with said statute, the parties will proceed to binding arbitration. The parties agree to waive the mediation process if either Town rejects this agreement.
12. Furthermore, the Board and the Association agree that if the parties are required to submit to binding arbitration in accordance with Connecticut General Statutes 10-153, they will stipulate to this agreement as the final proposal.